

SMITH RIVER RANCHERIA



REQUEST FOR PROPOSALS

Wastewater Infrastructure Design and Construction Phase Services

AMENDED DATES:

Response Due: October 29, 2014 at 5:00 PM

Smith River Rancheria
140 Rowdy Creek Road
Smith River, CA 95567
707.487-9255

October 10, 2014

Request for Proposals

Wastewater Infrastructure Design Services

October 10, 2014

INTRODUCTION

The Smith River Rancheria (Tribe) is soliciting proposals from qualified consultants to design and prepare construction contract documents for the Tribe's Wastewater Infrastructure Project. It is the intent of the Tribe to hire a qualified Consultant who can provide project management, preliminary design, and final design services, culminating in the preparation of contract documents including plans, specifications, and construction cost estimates, complete and ready for solicitation of construction bids. In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of projects involving wastewater collection systems and pump station evaluation and design.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP) and **attend a mandatory field review meeting on October 20, 2014** beginning at 11:00 A.M at the Lucky 7 Casino parking lot, 350 North Indian Road. The Tribe anticipates accomplishing the work associated with the project for approximately \$855,000, including design, development of HUD approved format NEPA Environmental Assessment, development of Storm Water Pollution Protection Plan (SWPPP), environmental compliance, permitting (including Coastal Grading Permit), construction including contingencies, and assistance during construction. The successful Consultant must be aware of the financing limitations and be able to provide a clear plan for delivering a bid package that meets the goals within the project budget constraints.

The Consultant services contract is expected to be awarded by November 12, 2014 and contract documents completed by February 27, 2015. The actual time frame to complete this design work will be negotiated with the successful Consultant. The Tribe intends to select a single consultant team for all aspects of the work necessary to complete the contract documents. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

BACKGROUND

The Smith River Rancheria completed its new wastewater treatment facility (WWTF) in April 2009 and has run in compliance with all governing regulations since that date. The WWTF was designed to treat an average daily flow of 25,000 gallons per day (gpd) with the ability to expand to 50,000 gpd in the future with the addition of a second membrane bioreactor (MBR). However, without an adequate collection system in place to deliver the design flows, recirculation is needed to maintain hydraulic loading. The WWTF is currently treating approximately 12,000 – 14,000 gpd (56% of capacity) of wastewater from the Lucky 7 Casino, the Lucky 7 Fuel Mart, and the House of Howonquet Restaurant, Howonquet Lodge Hotel (70 rooms), 14 residences, Howonquet Hall Community Center (including Elder Nutrition Site), and Elder Housing Facilities (12 units). Therefore, the WWTF has considerable capacity to serve additional residences and businesses within the Rancheria community.

The Smith River Rancheria is proposing to extend the collection system gravity sewer main from existing termination point at the intersection South Indian Road and Mouth of Smith River Road, in order to convey sewage in a Southwesterly then Southerly direction to the existing PS5 lift station located at the Northeastern portion of South Indian Road (Figure 1). Proposed gravity main will continue in a Northeasterly direction along Mouth of Smith River Road to the intersection of Oceanview Drive to serve the existing and growing needs of the Rancheria and the community of Smith River (Figure 1). Also included will be a gravity sewer line paralleling Highway 101 Northwest of the intersection of Highway 101 and Mouth of Smith River Road

The estimated project cost for the Mouth of Smith River gravity sewer system project is \$855,000 (Table 1).

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LEGEND

- <E> EXISTING
- <F> FUTURE
- <P> PROPOSED

TO OREGON BORDER

<E> WASTE WATER TREATMENT FACILITY

POSSIBLE ADDITIVE EXTRA

<F> SANITARY SEWER CLEANOUT, TYP.

<P> SANITARY SEWER MANHOLE, TYP.

<F> FORCEMAIN, TYP.

<P> SANITARY SEWER LATERAL, TYP.

<F> LIFT STATION

<F> SANITARY SEWER LINE, TYP.

<F> SANITARY SEWER MANHOLE, TYP.

DUNROVEN, EPPERSON, AND GUTIERREZ SANITARY SEWER

<F> PRINCE ISLAND CT.

<E> SANITARY SEWER CLEANOUT, TYP.

<E> SANITARY SEWER LINE, TYP.

<E> SANITARY SEWER MANHOLE, TYP.

HEADSTART

SMITH RIVER

OCEAN VIEW DR.

CRESCENT CITY

TO

SSMH

CO

LS

FM

HWY 101

PS-6

PS-5

PS-3

PS-4

PS-2

PS-1

PS-7

PS-8

PS-9

PS-10

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SCOPE OF SERVICES

Consultant Services:

The scope of services to be provided by the Consultant shall consist of the following five Tasks:

Task 1: Project Management

The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project.

Scope of Services:

Project management responsibilities shall include, but not be limited to:

- All meetings, agendas, and minutes.
- Coordinate and consult with all appropriate local and state regulatory agencies to ensure clearance for project construction.
- Schedules and schedule updates.
- Prepare and submit monthly progress report with monthly progress payment request. The monthly progress report shall include:
 - An overview of work accomplished during the previous month;
 - A description of current key activities and an updated schedule for each task and subtask;
 - A list of problem areas, if any, and proposed corrective actions;
 - A list of tasks for the following month;
 - A monthly written report showing total contract budget, monthly invoiced amounts, cumulative amount invoiced, and project billings to the end of project, and;
 - A Schedule Summary indicating whether the project is on schedule and any schedule concerns or critical path items (a Recovery Plan/Schedule for any activities that fall more than 2 weeks behind schedule shall be prepared).
- Quality Assurance/Quality Control Program.
- Correspondence and file maintenance.

The Consultant's Project Manager shall play an active role in the management and coordination of the project, including coordinating monthly meetings with Tribal staff to discuss project status, problems, budgeting, and other areas that have an adverse effect on the work.

Task 2: Pre-Design

The Consultant shall provide preliminary engineering design services and shall prepare a Preliminary Design Report for the project that encompasses all work items.

- Prepare a Pre-Design Report (PDR) that identifies each relevant design item, outlines the design including alternatives, right-of-way issues, constructability analysis, and estimated construction costs. The level of detail provided in the PDR should be equivalent to a 30% design effort for each major element of the project.
- Formal PDR submittals shall be prepared for review (draft) and distribution (final), with drawings reduced to 50% and printed on 11" x 17" reproducible paper, and specifications printed on 8 ½" x 11" reproducible paper. Prior to completion of the final submittal, the Consultant shall respond to and incorporate, if appropriate, any comments received from the Tribe or other interested party.
- Ten (10) document sets shall be submitted at both draft and final stages. In addition, the final PDR shall be submitted in Portable Document Format (.pdf) on PC-compatible CD or DVD.

Task 3: Environmental Compliance and Permitting

The following will be required for the project:

- Del Norte County Permits

- The County will require a Costal Grading Permit, Plan Check, and CEQA. The standard fee for the county permits is 1 percent of the engineer's construction cost estimate.
- The County charges a construction supervision fee which is 3 percent of the engineer's estimated construction costs which occur in the county right of way. Note that the County does not conduct construction observation in the field for this fee, and the Rancheria will be required to supply a construction observer. The encroachment permit will be Included in the construction supervision fee.

NEPA

- Because most of the project serves Rancheria land, a National Environmental Policy Act (NEPA) document is required by the Federal government. All NEPA compliance documents shall be prepared in conformance with the requirements of the U.S. Department of Housing and Urban Development as described in 24 CFR Part 58 "Environmental Review Procedures for Title I Community Development Block Grant Programs" and Section 57.605 of 24 CFR which requires that the policies of the NEPA as specified in 24 CFR part 58 are effectively implemented prior to release of federal funds. It is anticipated that an Environmental Assessment (formally known as Format III) will be required for this project, which shall be performed pursuant to the program guide issued by the U.S. Department of Housing and Urban Development dated November 2000 and utilizing the format developed by the Pacific Region of HUD dated March 2005 for the preparation of the document.

California Department of Transportation Encroachment Permit

- The two bore and jacks under U.S. Highway 101 will require an encroachment permit from the California Department of Transportation.

Storm Water Pollution Prevention Plan (SWPPP)

- A storm water pollution prevention plan will be required for this project. The Consultant will create the plan for the construction phase of the project.

Task 4: Design Services

The Consultant shall provide engineering design services and shall prepare all contract documents (construction plans, specifications, and cost estimates) for the project.

Scope of Services:

PS&E services shall include, but not be limited to:

- Prepare all field topographic and control surveys, and prepare base mapping for design.
- Complete all soils reports.
- Complete all floodplain engineering, surveying, analysis and investigation.
- Coordinate with existing Utility Companies as required to ensure horizontal and vertical conflicts are identified and resolved through design or relocations.
- Prepare all design calculations and drawing layouts. Complete all drawings and details, prepare technical specifications, special provisions, engineer's cost opinions, and all other appropriate architectural and engineering services necessary to provide complete contract documents, ready for public bid (design work shall comply with all appropriate federal, state and local design codes and guidelines, including ADA, fire protection, and building codes).

Construction drawing deliverables for review shall be submitted at two distinct design stages for review: 75% and 100%. Drawings shall be reduced to 50% of full-size. Ten (10) sets shall be submitted at the review stages to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Following review and incorporation of comments, the final construction drawings shall be delivered in the following formats:

- 22" x 34" bond, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final plans complete with final signatures on PC-compatible CD or DVD; and
- AutoCAD drawing format files (.DWG, AutoCAD 2008 or later format) of final plans (signatures not required) on PC-compatible CD or DVD.

Specifications shall be prepared utilizing Construction Specifications Institute (CSI) Masterformat 2014. Deliverables for review shall be submitted at the 100% stage with specifications on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the 100% review stage to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Final specifications shall be delivered in the following formats:

- 8 ½" x 11" hardcopy, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final specifications complete with final signatures on PC-compatible CD or DVD; and
- Microsoft Word 2010 format (.DOCX) files of final specifications (signatures not required) on PC-compatible CD or DVD.

Estimates shall be submitted for review at the 75% and 100% review stages, with estimates on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. The final estimate shall be delivered in the following formats:

- 8 ½" x 11" hardcopy;
- Portable Document Format (.PDF) file of final estimate on PC-compatible media; and
- Microsoft Excel 2010 format (.XLSX) file of final estimate on PC-compatible media.

Formal deliverables (plans, specifications and estimates) shall occur at the 75%, 100%, and final completion points for Tribe and agency review. Submittal formats shall follow the guidelines stated herein. The Consultant shall respond to, and incorporate, if appropriate, any and all comments received from the Tribe or any other regulatory agency or utility.

Task 5: Assistance during Bidding & Construction

The Consultant shall provide assistance to the Tribe during the bidding and construction phases of the project to ensure the Contractor understands all technical aspects of the design and any design changes.

Scope of Services:

This assistance shall include, but not be limited, to:

- Conduct pre-bid meeting with prospective bidders to answer contractor and supplier technical questions.
- Respond to contractor and supplier technical questions during bidding, maintain a log of bidder questions, and prepare any addenda required.
- Provide any drawings, modifications, and clarifications during the bidding period.
- Attend bid openings and prepare an analysis of bids received for the project.
- Attend one preconstruction conference to ensure contractor understanding of the project plans.
- Assist the Tribe in the preparation of change orders and responses to requests for information related to design technical issues encountered.
- Prepare design clarifications to clarify the design intent.
- Attend all final construction inspections.
- Prepare record drawings following construction from mark ups by the contractor and resident engineer. Submittal requirements for record drawings shall be the same as

for the final bid documents.

PROPOSAL FORMAT

The proposal shall include, as a minimum, the following information:

- Cover/Transmittal Letter – Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter must acknowledge receipt of any and all addenda, if any were issued.
- Project Understanding - This section should outline the Consultant's basic understanding of the project. It should identify key issues to be addressed during the project and any insights or innovative ideas the Consultant can provide in addressing those issues.
- Scope of Work - Describe the work plan that you intend to use to complete the tasks listed in the Scope of Services. Note any changes/deviations or additions to the work descriptions that may have been overlooked or that help clarify the work tasks. Deviations which demonstrate a clear benefit or advantage to the Tribe may receive special consideration.
- Responsible Personnel - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the **hours that each is committed to the project**. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.
- Project Management - Describe how the project will be planned and controlled. Include in this section a project schedule through the completion of the contract documents together with a tentative schedule for construction.
- Consultant Fee – In a separate, sealed envelope present one (1) set of documentation for the estimated fee for engineering services as described in the Scope of Work. For each task contained in this RFP, break down the fee into labor, subcontractor fees, and expenses. Fees shall include all markups, overhead, and profit. Consultant shall also include a current fee schedule that includes hourly rates for all classifications of workers, including subcontractors, expected to work on this project. The engineering contract shall provide for payment for each phase of work on a not-to-exceed amount. The Consultant should be advised that pursuant to the Smith River Rancheria Tribal Employment Rights Ordinance, there is a 2.5% TERO fee on the total value of the Consultant Fee. *The fee shall not be a scoring factor in the evaluation of the consulting firms. See 'Evaluation Criteria' for information on the submitting of the Consultant fee with the proposal*

The Consultant shall prepare the fee estimate for the contract work as described in the Scope of Services. The cost estimate shall be broken down by task, man-hours per task, different personnel classifications per man-hour (i.e., Principal, Project Manager, Staff Engineer, Clerical, etc.), provide a total cost per task, and a total not-to-exceed amount for the entire project. Fees shall include all markups, overhead, and profit. The estimated fee shall be submitted in a sealed envelope along with copies of the proposal and shall not be opened until the proposal review and interview process has been completed. *Do not state cost for services anywhere in the proposal.*

- Related Experience - Include three projects in progress or completed during the last three (3) years that are comparable to this project. Direct design experience in

wastewater collection and conveyance system projects will be weighted the highest in evaluation. Include references with names, addresses and phone numbers.

- Indian Preference - Include documentation that the Consultant is Native American Owned; or employs key employees as defined under the Smith River Rancheria Tribal Employment Rights Ordinance (TERO); or describe how your firm will comply with Section 4(c) of the Native American Self-Determination and Education Assistance Act (P.L. 93-638) as amended.

PROPOSAL SUBMITTAL

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, and table of contents) to be limited to thirty (30) printed pages. Only the specifically requested information shall be submitted. Promotional or other unsolicited material may not be submitted. If a Consultant recognizes a more efficient method of accomplishing a specific task or item, the Consultant's fee shall reflect the Tribe's requested work and the cost increase/savings for the more efficient method shall be noted separately.

The Consultant shall submit ONE (1) original, unbound proposal and SIX (6) copies in a sealed box or envelope clearly marked with the Consultant's name and the description "Proposal for Engineering Services for Smith River Rancheria Wastewater Infrastructure Improvements". Electronic or faxed submissions will not be accepted. The proposals shall be received at the Tribe's office by the time and at the location noted on the cover sheet of this RFP. **One (1) set of Consultant's fee for the services required in this proposal shall be submitted along with the copies of the proposal, in a separate sealed envelope with the same notation as the proposals.** Nowhere in the body of the proposal shall pricing be discussed. The sealed envelope shall not be opened until after the screening interviews have been completed (See 'Evaluation Criteria'). The Tribe reserves the right to reject, at its sole discretion, proposals received after this time and date. The Tribe has the right to waive minor irregularities in any proposal received.

EVALUATION CRITERIA

A Review/Selection Committee made up of Tribal staff will evaluate the Consultants based on the proposals and, if necessary, an oral interview to determine which Consultant is best qualified to perform the work for this project. The Committee will then determine a ranking of the Consultants at which time the Consultant fee envelopes will be opened and tabulated. The Consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the proposal.

If the top-ranked Consultant has submitted a reasonable fee, the Selection Committee will make a recommendation to the Tribal Council that negotiations be opened with the top-ranked consultant to ensure that the consultant has a full understanding of the expectations of the Tribe, that the scope reflects all tasks anticipated to be required to successfully complete the project, and that the fee reflects completion of the project to the satisfaction of the Tribe. In the event that the Tribe and the top ranked Consultant are unable to come to an agreement as to scope and fee, the Tribe reserves the right to close negotiations with the top-ranked Consultant and open negotiations with the second-ranked Consultant. Once an agreement is reached involving the scope and fee, the Tribal Administrator will make a recommendation to the Tribe Council to award the project to the selected Consultant and to authorize Staff to enter into a Professional Services Agreement with that Consultant. If the Tribal Council is in agreement with the recommendation, Staff will proceed with the completion of the agreement and prepare for contract execution.

The following items, as they relate to the Scope of Services Tasks described above, will be used by the committee to assist in the ranking of the Consultants' proposal and the oral interview:

- Understanding of the Project
- Experience with Similar Types of Work
- Experience and Qualifications of the Project Manager
- Experience and Qualifications of the Project Team
- Ability to Complete Projects On-Time and Within Budget
- Indian Preference

The Tribe intends to evaluate the proposals and create a short list of up to three (3) proposals. Upon request, proposal originals and the unopened cost for services envelope shall be returned to any Consultant who does not make the short list.

TENTATIVE SCHEDULE

Begin Circulation of RFP to Consultants
Mandatory Field Review

(October 10, 2014)

(October 20, 2014)

Deadline to Receive Proposals Back

(October 29, 2014)

Evaluate Proposals for Short-Listing

(November 3 – November 10, 2014)

Consultant interviews (if necessary)

(November 10 – November 14, 2014)

Select Consultant

(November 17, 2014)

TRIBE'S CONTACT

Questions regarding this RFP should be directed to:

Brad Cass, Natural Resources Director
Smith River Rancheria
140 Rowdy Creek Road
Smith River, CA 95567
707.487-9255
bcass@tolowa.com

Clarification offered by the Tribe to one Consultant will be distributed to all known participants at the Tribe's discretion.

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

Figures

Tables

Smith River Rancheria Professional Services Contract